Thomas A. Edison Papers Digital Edition

Edison-Miller Family Records

Edison-Ford Winter Estates, Fort Myers, Fla.

[X104A-F] Edison Phonograph Company Minutes

Company and Laboratory Records

Title

[X104A-F] Edison Phonograph Company Minutes

Description

This minute book covers the period October 1887-February 1908. Included are the minutes of directors' and stockholders' meetings, a copy of the certificate of organization (filed with the State of New Jersey on October 8, 1887), and the bylaws of the company as adopted at the first stockholders' meeting on October 17, 1887. The minutes deal with the election and resignation of directors and officers and include copies of agreements involving Edison, the Edison Phonograph Works, and Jesse H. Lippincott, who purchased the Edison Phonograph Co. in 1888 and marketed the phonograph under the auspices of the North American Phonograph Co. Additional entries pertain to the appointment of Ezra T. Gilliland as the company's first general agent; the termination of his contract after an unauthorized attempt to transfer the agency to Lippincott; and relations with the Edison Phonograph Toy Manufacturing Co., Metropolitan Phonograph Co., New England Phonograph Co., New Jersey Phonograph Co., and Ott Manufacturing Co. Some of the entries relate to the National Phonograph Co., which formally reacquired Edison's patent rights from the Edison Phonograph Co. in April 1900. Also mentioned is the death of director and treasurer John F. Randolph in 1908. The book contains 85 numbered pages.

URL

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Identifier

X104A-F

Alternative Title

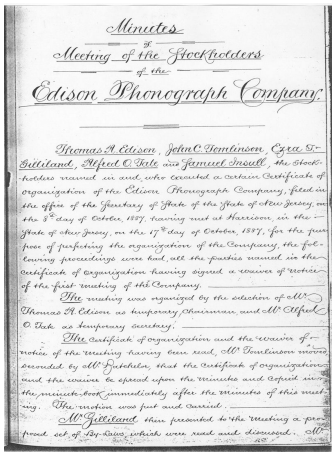
Company and Laboratory Records -- Edison Phonograph Company Minutes

Is Part Of

Company and Laboratory Records

Rights

Edison-Ford Winter Estates, Fort Myers, Fla.



Minutes
of
Meeting of the Stockholders
of the
Edison Phonograph Company.

Thomas A. Edison, John C. Tomlinson, Ezra T. Gilliland, Alfred O. Tate and Samuel Insull, the Stockholders named in and who executed a certain Certificate of organization of the Edison Phonograph Company, filed in the office of the Secretary of State of the State of New Jersey, on the 3rd day of October, 1887, having met at Harrison, in the State of New Jersey, on the 17th day of October, 1887, for the purpose of perfecting the organization of the Company, the following proceedings were had, all the parties named in the certificate of organization having signed a waiver of notice of the first meeting of the Company.

The meeting was organized by the selection of Mr. Thomas A. Edison as temporary Chairman, and Mr. Alfred O. Tate as temporary Secretary.

The Certificate of organization and the waiver of notice of the meeting having been read, Mr. Tomlinson moved, seconded by Mr. Batchelor, that the Certificate of organization and the waiver be spread upon the minutes and copied into the minute-book immediately after the minutes of this meeting. The motion was put and carried.

Mr. Gilliland then presented to the meeting a proposed set of By-laws, which were read and discussed. Mr.

Attribution

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[X104A] Minutes, 1887-1908

Title
[X104A] Minutes, 1887-1908

Author
Edison Phonograph Co

Mentioned

- Edison Phonograph Works
- Edison Phonograph Toy Manufacturing Co
- New England Phonograph Co
- Metropolitan Phonograph Co
- New Jersey Phonograph Co
- National Phonograph Co
- Ott Manufacturing Co
- North American Phonograph Co
- Gilliland, Ezra Torrance
- Lippincott, Jesse H
- Randolph, John F
- Edison, Thomas Alva

Date
1887-1908

Type
Minutes

Subject

- Management (companies and organizations)
- Cylinder phonograph

Folder ID
X104A-F

Document ID
X104A

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Timestamp
1 January 1887

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Minutes

of

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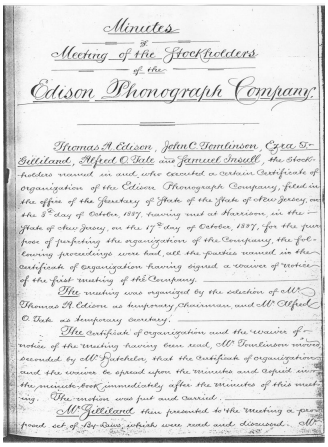
Mr. Gilliland then presented to the Meeting a proposed set of By-Laws, which were read and discussed. Mr.



Minutes
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The meeting was organized by the election of Mr. Thomas A. Edison as temporary Chairman, and Mr. Alfred O. Tate as temporary secretary.

The Certificate of organization and the waiver of notice of the meeting having been read, Mr. Tomlinson moved, seconded by all Stockholders, that the Certificate of organization and the waiver be spread upon the records and copied into the minute book immediately after the minutes of this meeting. The motion was put and carried.

Mr. Gilliland then presented to the meeting a proposed set of By-Laws, which were read and discussed. [illegible]

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[X104A001], Minutes, Edison Phonograph Co, October 8th, 1887

Title
[X104A001], Minutes, Edison Phonograph Co, October 8th, 1887

Author
Edison Phonograph Co

Mentioned

- Tate, Alfred Ord
- Batchelor, Charles
- Gilliland, Ezra Torrance
- Tomlinson, John Canfield
- Insull, Samuel
- Edison, Thomas Alva

Date
1887-10-08

Type
Minutes

Subject
Management (companies and organizations)

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Mr. Gilliland then presented to the Meeting a proposed set of By-Laws, which were read and discussed. Mr.

Tomlinson then moved that the By-Laws as read b
adopted as the By-Laws of the Company. The motio
having been seconded by Mr Gilliland a ballot was to
and upon counting the ballots it was found that the
-tion had been unanimously carried and the By-Laws
-nanimously adopted. ———

On Motion of Mr. Gilliland seconded by Mr. E
the By-Laws were directed to be copied in the minute-book
-mediately after the minutes of this meeting. ———

The meeting then proceeded to the election of a b
of five Directors to serve for the Ensuing year. Mr. Gillila
nominated as Directors, Messrs Thomas A. Edison, John
Tomlinson, Ezra T. Gilliland, Alfred O. Tate and Char
Batchelor, the nominations having been seconded by c
Tomlinson, a vote by ballot was taken, and upon counte
the ballots it was found that the gentlemen named h
been unanimously Elected. ———

Mr Batchelor then offered the following re[illegible]olu
and moved its adoption: ———

Resolved: That the Board of Directors of this Com
be and they hereby are authorized and directed to issue
Shares of the Stock of this Company to Mr. Thomas A. Ediso
upon his assigning to the Company all his right, title and
-terest in his patents relating to the phonograph taken out
the United States, and upon his agreeing to assign all his
title and interest in what further inventions relating to
phonographs he may make within five years. ———

The motion having been seconded by Mr. Tomlinso
the resolution was unanimously adopted. ———

The meeting then adjourned. ———

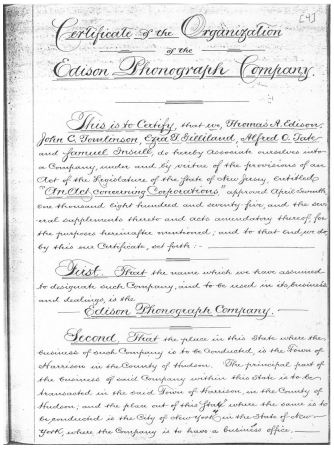
[signature] Secretar

We, the Subscribers, being all the parties named in the Certificate of the organization of the Edison Phonograph Company, do hereby waive notice of the time, place and purpose of the first meeting of said Company, and do fix this 8th day of October A.D. 1887, at 2. O'Clock in the afternoon, as the time and Harrison, New Jersey, as the place of the first meeting of said Company.

Dated Harrison, N. J., October 8. 1887.

Thomas A. Edison.
John R. Tomlinson.
Ezra T. Gilliland.
R. O. Tate.
Samuel Insull.

FORWARD.



Certificate of the Organization
of the
Edison Phonograph Company.

This is to Certify, that we, Thomas A. Edison, John C. Tomlinson, Ezra T. Gilliland, Alfred O. Tate and Samuel Insull, do hereby associate ourselves into a Company, under and by virtue of the provisions of an Act of the Legislature of the State of New Jersey, entitled "An Act concerning Corporations," approved April Seventh, One thousand eight hundred and seventy four, and the several supplements thereto and acts amendatory thereof, for the purposes hereinafter mentioned; and to that end we do by this our Certificate, set forth:—

First. That the name which we have assumed to designate such Company, and to be used in its proceedings and dealings, is the

Edison Phonograph Company.

Second. That the place in this State where the business of said Company is to be conducted, is the Town of Harrison in the County of Hudson. The principal part of the business of said Company within this State is to be transacted in the said Town of Harrison, in the County of Hudson; and the place out of this State where the same is to be conducted is the City of New York in the State of New York, where the Company is to have a business office.—

Attribution

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[X104A004], Incorporation Record, Edison Phonograph Co, September 30th, 1887

Title
[X104A004], Incorporation Record, Edison Phonograph Co, September 30th, 1887

Author
Edison Phonograph Co

Mentioned

- Tate, Alfred Ord
- Gilliland, Ezra Torrance
- Kiddle, Alfred Watts
- Kelsey, Henry Cooper
- Tomlinson, John Canfield
- Dyer, Richard Nott
- Insull, Samuel
- Edison, Thomas Alva

Date
1887-09-30

Type
Incorporation Record

Subject

- Management (companies and organizations)
- Stocks, bonds, and investments

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30 September 1887

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Certificate of the Organization of the Edison Phonograph Company.

This is to Certify, that we, Thomas A. Edison, John C. Tomlinson, Ezra T. Gilliland, Alfred O. Tate and Samuel Insull, do hereby associate ourselves into a Company, under and by virtue of the provisions of an Act of the Legislature of the State of New Jersey, entitled "An Act concerning Corporations," approved April Seventh, One thousand Eight hundred and seventy-five, and the several supplements thereto and acts amendatory thereof, for the purposes hereinafter mentioned; and to that End we do, by this our Certificate, set forth:-

First. That the name which we have assumed to designate such Company, and to be used in its business and dealings, is the

Edison Phonograph Company.

Second. That the place in this State where the business of such Company is to be conducted, is the Town of Harrison in the County of Hudson. The principal part of the business of said Company within this State is to be transacted in the said Town of Harrison, in the County of Hudson; and the place out of this State where the same is to be conducted is the City of New York in the State of New York, where the Company is to have a business office.

That the objects for which the Company is formed are, to manufacture and sell Phonographs and apparatus o devices Embodying the same; to purchase and own Letters Patent, and to grant rights and licenses thereunder; to bu lands and to erect thereon buildings and machinery fo the purposes of such manufacture; to issue bonds secur by Mortgage upon the property and franchises of the sa Company.

Third.- That the total amount of the Capi Stock of the said Company is One Million Two hundre Thousand Dollars; the Number of Shares into which same is divided is Twelve Thousand, and the par value Each share is One hundred Dollars. The amount u which said Company will commence business is One M lion two hundred thousand Dollars, which is divid into Twelve Thousand Shares of a par value of On hundred Dollars Each.

Fourth:- The names and residences of the Stoc -holders and the number of shares held by Each, are as fo to wit:

Thomas A. Edison,	New Jersey,	11.960 Share
Alfred O. Tate,	New Jersey,	10 "
John C. Tomlinson,	New York City,	10 "
Ezra T. Gilliland,	New York City,	10 "
Samuel Insull,	Schenectady, N.Y.	10 "

Fifth:- The period at which said Company sh commence business is the Third day of October, 1887, and th period and which it shall terminate is the 3rd day of October,

In Witness Whereof, we have hereunto set our hands and seals the 30th day of September, One Thousand Eight hundred and eighty-seven.

Signed, sealed, Executed and delivered in the presence of us
Alfred W. Kiddle,
N. W. Lucy,

Thomas A. Edison, (L.S.)
John C. Tomlinson, (L.S.)
Ezra T. Gilliland, (L.S.)
Alfred O. Tate, (L.S.)
Samuel Insull, (L.S.)

State of New Jersey,
County of Hudson. } ss:

Be it remembered, that on this 30th day of September, 1887, before me, Richard N. Dyer, a Notary Public for the State of New Jersey, personally appeared Thomas A. Edison, John C. Tomlinson, Ezra T. Gilliland, Alfred O. Tate and Samuel Insull, who, I am satisfied, are the persons named in and who Executed the foregoing Certificate, and I having first made known to them the contents thereof, they did each acknowledge that they signed, sealed and delivered the same as their voluntary act and deed.

Seal

Rich'd N. Dyer,
Notary Public,
State of New Jersey.

State of New York,
City and County of New York. } ss:

Be it remembered, that on this Seventh day of October, A. D. Eighteen hundred and Eighty-seven, before me, the subscriber, Joseph F. Braman, a Commissioner of Deeds for the State of New Jersey, in and for the State of New York, resident

in said City of New York personally appeared Alfred W. K-
who being by me duly sworn according to law, on his oath
-poseth and saith, that he saw Thomas A. Edison, John
Tomlinson, Ezra T. Gilliland, Alfred O. Tate and Jame
-sell, who are the persons named in and who executed the
-going Certificate of the Organization of the Edison Phonograph
-pany, sign, seal, Execute and deliver the said foregoing Cert
as their and Each of their voluntary act and deed for the
and purposes therein Expressed, and that he, the said Alf
W. Kiddle, subscribed his name thereto at the same tim
an Attesting Witness of the Execution thereof. ———

Taken, Sworn to and Subscribed
before me this 7th day of October A.D. 1887.

Alfred W. Kiddle

In Witness Whereof, I have hereunto set my
and affixed my official seal the day and year in this Certifi
last above written. ———

Official Seal.

Joseph B. Braman,
Commissioner of Deeds for the Stat
New Jersey, in and for the State of N
York, resident in said City of New Yor
Office Equitable Building,
120 Broadway, New York.
Also 1270 Broad

———

Indorsed — "Received in the Hudson Co., N. J., Clerk's Office,
3, '87. and recorded in Clerk's Record No. 7. page 75, &c. Dennis
Laughlin, Clerk." ———

Indorsed — "Received in the Hudson Co., N. J. Clerk's Of

October 8th 1887, and recorded in Clerk's Record No. 7. Page 94 &c.
Dennis Mc. Laughlin, Clerk"

State of New Jersey.

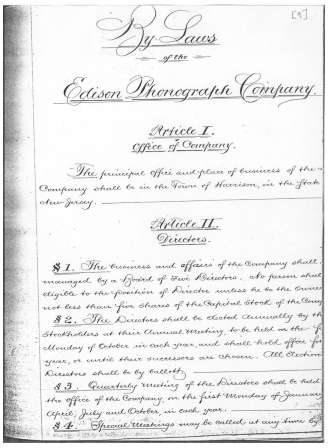
Department of State.

I, Henry C. Kelsey, Secretary of State of the State of New Jersey, Do Hereby Certify, that the foregoing is a true copy of the Certificate of Organization of the Edison Phonograph Company, and the indorsements thereon, as the same is taken from and compared with the original filed in my office, on the Eighth day of October, A. D. 1887, and now remaining on file therein. —

Seal

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal, at Trenton, this Eleventh day of October, A. D. 1887.

Henry C. Kelsey,
Secretary of State.



By Laws
of the
Edison Phonograph Company.

Article I.
Office of Company.

The principal office and place of business of the Company shall be in the Town of Harrison, in the State of New Jersey.

Article II.
Directors.

§1. The business and affairs of the Company shall be managed by a Board of Five Directors. No person shall be eligible to the position of Director unless he be the owner of not less than five shares of the Capital Stock of the Company.

§2. The Directors shall be elected annually by the Stockholders at their Annual Meeting, to be held on the first Monday of October in each year, and shall hold office for one year, or until their successors are chosen. All Elections for Directors shall be by ballot.

§3. Quarterly meeting of the Directors shall be held at the Office of the Company on the first Thursday of January, April, July and October, in each year.

§4. Special Meetings may be called at any time by

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[X104A009], Incorporation Record, Edison Phonograph Co, October 1887

Title
[X104A009], Incorporation Record, Edison Phonograph Co, October 1887

Editor's Notes
Supplied year and month

Author
Edison Phonograph Co

Date
1887-10-00

Type
Incorporation Record

Subject
Management (companies and organizations)

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Timestamp
1 October 1887

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By-Laws

of the

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Article I.

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Article II.

Directors.

§ 1. The business and affairs of the Company shall managed by a Board of Five Directors. No person shal eligible to the position of Director unless he be the owner not less than five shares of the Capital Stock of the Comp

§ 2. The Directors shall be elected Annually by the Stockholders at their Annual Meeting, to be held on the fi Monday of October in each year, and shall hold office for year, or until their successors are chosen. All Election Directors shall be by ballott.

§ 3. Quarterly Meeting of the Directors shall be held the office of the Company, on the first Monday of January April, July and October, in each year.

§ 4. Special Meetings may be called at any time by

of the President, or on request of two directors. Notice of such Special Meeting to be given to each Director in writing at least 24 hours before the time appointed for holding the same.

Article III.
Officers.

§ 1. The officers of the Company shall consist of a President, Secretary and Treasurer. One person may hold the office of Secretary and Treasurer.

§ 2. The President shall be elected Annually by the Directors from among their Number at their first Meeting after the Annual Meeting of the Stockholders, and shall hold office for one year or until his successor is Elected. He shall preside at all meetings of the Stockholders and Directors, shall sign all Contracts of the Company and generally shall do such acts and perform such services as are incident to his office or as may be assigned him by the Board of Directors.

§ 3. The Secretary shall be elected annually by the Directors at their first Meeting after the Annual Meeting of the Stockholders and shall hold office for one year, or until his successor is elected. He shall be sworn to the faithful discharge of his duty and shall record all the votes of the Company and Directors in a book to be kept for that purpose. He shall keep all the Minutes of the Company and shall have charge of the Corporate Seal, and shall affix the same to all Contracts of the Company. He shall perform such duties as are incident to his office or as may be assigned him by the Directors.

§ 4. The Treasurer shall likewise be chosen annually by the Directors of the Company at their first meeting after the Annual Meeting of the Stockholders, and shall hold office for one year or until his successor is elected. He shall be required to give a bond in the sum of Two hundred and fifty Dollars, with two sureties for the faithful discharge of his duties. He shall have the care and custody of the funds of the Company and shall perform such duties as are incident to his office or as may be assigned him by the Directors

§ 5. The Board of Directors shall appoint such other officers, Employees and agents as they may from time to time consider necessary and shall fix their terms of office and prescribe their duties. They shall also fix the salaries of all the officers of the Company.

§ 6. Any vacancy occuring in the Board of Directors or in any of the Officers of the Company by death, resignation or otherwise shall be filled by the Board

Article IV.
Stockholders

§ 1. An Annual Meeting of the Stockholders shall be held at the office of the Company on the 1st Monday of October in each year for the Election of a Board of Directors to serve for the ensuing year. Notice of such meeting shall be mailed by the Secretary to each Stockholder at his last known place of residence at least ten days prior to the time fixed for holding the same.

§ 2. Special Meetings of the Stockholders may be called at any time by the President or a Majority of the Board of

-rectors. Written or printed notice specifying the time and place of holding such special meetings and the business to be thereat transacted, shall be mailed to each stockholder at his last known place of residence at least five days prior thereto.

§ 3. At all meetings of the Stockholders each share of stock shall be entitled to one vote, and absent Stockholders may vote by proxy authorized in writing. At all such meetings a majority of the Stockholders in interest, represented either in person or by proxy, shall constitute a quorum.

Article V.

Stock and Transfer thereof.

§ 1. Every Stockholder of the Company shall have a certificate or certificates signed by the President and Treasurer, certifying the number of shares owned by said Stockholder in such Company.

§ 2. Stock shall be transferable only on the books of the Company by the holder thereof in person, or by his duly authorized agent.

Article VI.

Meetings outside of State.

The Directors of the Company may meet outside of the State and in the State of New York, at such times and with such frequency as they may desire.

Article VII.

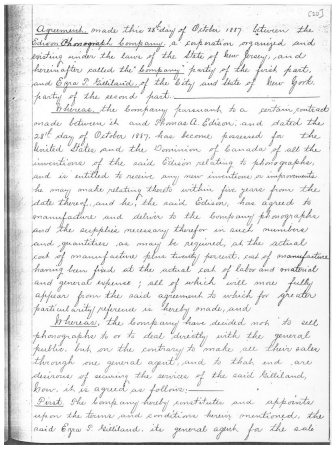
Dividends shall be paid out of the profits of th Company as and when the Board of Directors may direct.

Article VIII.

Amendments.

These By Laws may be repealed altered, added to amended at any regular or special meeting of the Bo of Directors by a majority vote of the Entire board. ——

— FORWARD. —



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[X104A020], Agreement, Edison Phonograph Co, Ezra Torrance Gilliland, October 28th, 1887

Title
[X104A020], Agreement, Edison Phonograph Co, Ezra Torrance Gilliland, October 28th, 1887

Author

- Edison Phonograph Co
- Gilliland, Ezra Torrance

Mentioned
Edison, Thomas Alva

Date
1887-10-28

Type
Agreement

Subject

- Sales and service
- Manufacturing
- Cylinder phonograph

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Document ID
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28 October 1887

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Agreement, made this 28th day of October 1887. between the Edison Phonograph Company, a corporation organized and existing under the laws of the State of New Jersey, and hereinafter called the "Company" party of the first part, and Ezra T. Gilliland, of the City and State of New York, party of the second part.

Whereas, the Company pursuant to a certain contract made between it and Thomas A. Edison; and dated the 28th day of October 1887, has become possessed for the United States and the Dominion of Canada of all the inventions of the said Edison relating to phonographs, and is entitled to receive any new inventions or improvements he may make relating thereto within five years from the date thereof, and he, the said Edison, has agreed to manufacture and deliver to the Company phonographs and the supplies necessary therefor in such numbers and quantities as may be required, at the actual cost of manufacture plus twenty percent. cost of manufacture having been fixed at the actual cost of labor and material and general expense; all of which will more fully appear from the said agreement to which for greater particularity reference is hereby made, and

Whereas, the Company have decided not to sell phonographs to or to deal directly with the general public, but on the contrary to make all their sales through one general agent, and to that end are desirous of securing the services of the said Gilliland, Now, it is agreed as follows:

First. The Company hereby constitutes and appoints upon the terms and conditions herein mentioned, the said Ezra T. Gilliland, its general agent for the sale

of said phonographs, and supplies in the United States of America and the Dominion of Canada, and agrees that it will not sell, permit or authorize the sale of said phonographs, and the supplies therein, save and except through the said Gilliland, or such sub-agents or persons, as he may appoint or employ; and further agrees to furnish, and supply to the said Gilliland and such sub-agents as he may appoint, phonographs and supplies in such numbers and quantities as may be ordered by the said Gilliland from the said company, and as may be required to meet the general demand for the same. And the said Gilliland hereby recognizes and concedes the validity of all patents now or hereafter to be owned by the company, and that they are respectively good and valid patents for seventeen years from their dates, and agrees that he will not contest or dispute the same, and further agrees that neither he nor his sub-agents will purchase any phonographs or supplies save from the said company, nor deal in any save such as are manufactured under the authority of the company. Any violation of this clause shall give the company the right to terminate the agency of the person so violating it. ——————

Second. The price at which said articles shall be delivered to the said Gilliland for sale, shall be fixed as follows: To the actual cost thereof to the said company as fixed in the contract between the company and the said Edison, hereinbefore referred to, shall be added twenty per centum of such cost, to be paid as royalty to the said Edison. To the total sum thus obtained the company as profit to itself shall be allowed to add

thirty-five per centum thereof. The difference between this sum, and the price to be charged the public shall be allowed, and paid to the said Gilliland and his sub-agents, as commissions, and to meet all the expenses of selling, and introducing the articles aforesaid. ——

Fifteen per cent. of the cost of said phonographs and supplies to the said Gilliland, he is to be allowed to personally retain, as compensation for his services, and to meet his expense, as general agent.

The difference between such cost plus fifteen per cent., allowed him, as aforesaid, and the price at which said phonographs and supplies are to be sold to the public shall go to compensate and defray the expenses of the different sub-agents to be appointed by the said Gilliland or the company throughout the United States and Canada. ——

The said Gilliland shall be personally responsible for the payment to the company for all phonographs or supplies delivered to him or his sub-agents by his direction, and shall pay or cause to be paid to the company the price thereof within thirty days after the shipment from the factory. ——————

Fifthly. The price to be charged the public for phonographs and supplies shall be fixed in the first instance by the company at eighty-five dollars for each phonograph, and for supplies at a price obtained by adding to the cost of such supplies to the said Gilliland, and the profit to be allowed him 25 per centum of the total of such cost and profit, and no departure shall be made therefrom, but, on the contrary, such price shall be uniformly maintained

unless modified as hereinafter provided.

Should the said Gilliland or the company at any time be of the opinion that the sale of phonographs would be increased, or the profits to the company, or its agents enlarged by the modification of the prices as originally fixed, or as subsequently altered as hereinafter provided, and should the parties hereto be unable to agree as to such modifications then at the request of either party it shall become the duty of each to select some disinterested person with the right of the two so selected to nominate a third; the three so appointed to constitute a Board of Arbitration, to whom shall be submitted the question of what modification should be made in the price of said phonographs or supplies to the public, if any, and the decision of such board shall be binding upon each party hereto. and the selling price to the public shall thereafter be fixed at such amount as may have been decided upon and recommended by the said board, provided, however, that such prices shall never be reduced below a point that will permit a discount to sub-agents of thirty per cent, on all phonographs and fifteen per cent. on all supplies, and any reduction that may be made shall in no way reduce the profit to the company as herein mentioned, nor the commission or compensation to the said Gilliland, but shall be deducted from the discounts to be allowed to be made by his or the company's sub-Agents.

Fourth. The said Gilliland agrees to devote his time and energies to the introduction and sale of the said phonographs, and to meet or cause to be met all expense and charges incurred or to be incurred in

effecting such sales, or necessary to the promotion thereof, and shall always keep on hand a sufficient number of phonographs, and a sufficient amount of supplies to meet the requirements of his business.

Within one year from the time when the company is ready to deliver to the said Gilliland phonographs capable of, and adapted to general use, in such quantities as may be required by him to meet the demands of said business, he will appoint in the capital of each State, or at his election in such city in each State as has the largest population, or is the best commercial centre, and also in Montreal and Toronto in the Dominion of Canada, agents for the sale of said phonographs, which agents shall be by him severally required to carry a sufficient number of instruments to meet the demands of their respective territory, and to employ a sufficients number of sub-agents to properly develop the business therein, and should the said Gilliland fail so to do, or should at any time a continuous period of six months elapse in which such an agency should fail to be maintained in each of said cities, then and in such case the company shall have the right to appoint agents for such territory as is unoccupied. But on all sales made by such agents, so appointed by the company within such territory, the said Gilliland shall be entitled to receive the same percentages as on sales made by agents of his own appointment; provided, however, he becomes responsible for all instruments shipped such agents, and guarantees to the company payment therefor.

Fifth. Annexed hereto, and marked "Exhibit A" is a list

of the agencies to be established by the said Gilliland with a statement of the territories to be included by said agencies respectively, and the estimated number of phonographs to be sold by or through such agencies respectively within one year from such time as the company are ready and able to supply such agents respectively with commercial instruments. And all contracts made by said Gilliland with agents to be appointed for the territories mentioned in said exhibit shall provide that in case within said year such agents or any of them fail to sell within said territories respectively the number of phonographs so estimated should be sold, the company shall have the right, through said Gilliland, to terminate and cancel such agencies making such failures. And should the said Gilliland, through all his sub-agents in the United States, and the Dominion of Canada within said year, sell less than seventy five per cent. of the total number of phonographs so estimated should be sold in the entire United States of America and the Dominion of Canada in the said exhibit, the company shall have the right to terminate, and cancel his general agency, and to appoint another general agent. The company will not, however, exercise the right to terminate either the general agency of the said Gilliland or the agencies of his sub-agents for any such failure if they are satisfied that such failure has not been due to any neglect or want of proper efforts on the part of said Gilliland or such sub-agents, but is owing to causes over which the said Gilliland or his

agents have no control, such as want of demand for or utility of the said phonograph, and the company shall have no right or power to terminate the agency of the said Gilliland or any of his sub-agents provided any such failure has been due to the inability on the part of the company to meet the orders of the said Gilliland, or of said sub-agents.

Sixth. After the expiration of said year, the said Gilliland and the company shall decide upon the number of phonographs which for the ensuing year should be sold by the various sub-agents in their respective territories by proper efforts and exertions on their parts, and also what number of phonographs should for said year be sold within the entire United States and Dominion of Canada. In estimating such number there shall be taken in consideration the sales made for the previous year, and the general favor with which said phonographs have been received, and the demand for the same.

In case the parties hereto are unable to agree upon either the total number of sales which for the ensuing year should be made within the entire United States and Canada, or the number of sales which should be made by the different sub-agents in their respective territories, each of the parties hereto shall select one arbitrator and these two a third, to whom these questions shall be submitted for decision, and their decision upon the same shall be final and binding upon the parties hereto, and such sub-agents as have been appointed by the parties of the second part.

When such amounts have been so agreed upon or fixed as aforesaid, the said Gilliland shall require of each of his sub-agents, as a condition for the continuance of their agency, that they shall severally sell within the coming year, within their respective territories phonographs equal in number to the amount so fixed or agreed upon. And the said Gilliland as a condition of the continuance of his agency shall be required to sell within such year seventy-five per cent. of such number of phonographs as have been fixed as the proper amount to be sold within the United States and the Dominion of Canada.

Every year thereafter for a period of five years the number of phonograph required to be sold by each sub-agent within his respective territory and by the said Gilliland as general agent, shall be increased ten per cent. and in case the said Gilliland or any his sub-agents should fail to sell such number the company shall have the right to terminate the agency of the said Gilliland, or such sub-agents as fail so to do.

Seventh. The said Gilliland shall be and remain the general agent of the company, pursuant to the provisions of this contract, so long as the number of phonographs required to be sold by him yearly are so sold and so long as he shall pay and continue to pay for all phonographs delivered to him or to others by his direction, as hereinbefore provided. Should he fail so to do, then the company, upon sixty days' notice in writing to him, may terminate and cancel his general agency. He shall have full power to appoint

and remove all sub-agents, and shall determine, and allot their territory, but if any territory be allotted different from the Allotment made in Exhibit A, hereunto annexed, the company shall have the right to determine the number of phonographs to be sold within such territory, and, having so determined, all the provisions in this agreement as to sales within defined territory shall apply to the territory so modified. In case any sub-agents appointed by the said Gilliland donot sell the number of instruments hereby required to be sold within their territory, the company, in the first instance, in order to preserve proper control by the said Gilliland over his sub-agents, shall, in case they desire the removal of such sub-agents and the cancellation of their agencies, request the said Gilliland to so remove such agents and cancel such agency. In case the said Gilliland fails so to do within thirty days after such request, the company shall have the right and power to remove such sub-agents and to demand of said Gilliland that another agent be appointed in his stead. And should the said Gilliland within sixty days fail to appoint such new agent, the company shall have the right and authority so to do. Such sub-agents as do sell within their territory the number required as herein provided to be sold by them, the company shall have no right or authority to remove or to request or demand the removal thereof.

Eighth. Should the general agency of the said Gilliland be terminated at any time pursuant to the provisions of this agreement, or in case of its termination by

his death, the company shall pay to the said Gilliland or his personal representatives such an amount as will properly represent the value of his agency, reference being had to the money actually invested by him in the establishment of agencies, and the introduction and sale of phonographs, and the time he has devoted thereto and the profits derived by him yearly therefrom.

If the parties in interest cannot agree as to such amount each shall select an arbitrator, these two a third, to whom the question shall be submitted, and whose decision shall be final.

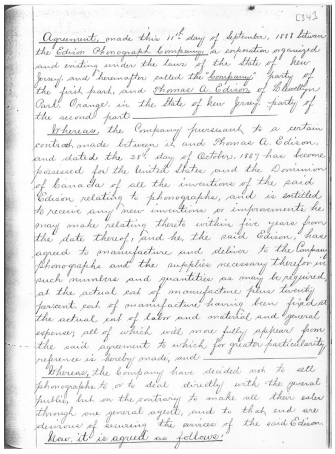
In witness whereof, the parties hereto have hereunto set their hands and seals the day and year first above written.

"Exhibit A"

1.	New York City 1,206,299	250	500		
2.	Eastern New York 1,195,894	125	250	Schenectady.	
3.	Central New York 930,000	100	200	Syracuse.	
4.	Western New York 1,004,427	125	250	Buffalo.	
5.	Maine. 650,000	150	300	Portland.	
6.	New Hampshire. 350,000	100	200	Manchester.	
7.	Vermont. 350,000	100	200	Montpelier.	
8.	Massachusetts 2,000,000	600	1,200	Boston.	
9.	Rhode Island 300,000	100	200	Providence.	
10.	Connecticut 622,700	150	300	New Haven.	
11.	New Jersey 1,131,000	200	400	Newark.	
12.	Pennsylvania 4,282,000	700	1,400	Philadelphia.	
13.	District of Columbia 177,000	100	200	Washington.	
14.	Maryland 934,000	200	400	Baltimore.	
	Delaware				

15	Ohio 3,198.000	400	800	Cincinnati.	
16	Michigan. 1.636.000	150	300	Detroit.	
17	Illinois 3,077.000	600	1.200	Chicago.	
18	Wisconsin 1.315,000	150	300	Milwaukee.	
19	Iowa 1.624,000	150	300	Des Moines.	
20	Minnesota 780.000	75	150	St. Paul.	
21	Indiana 1,978,000	100	200	Indianapolis	
22	Kentucky 1.648.000	50	100	Louisville.	
23	Tennessee 1,542.000	50	100	Nashville.	
24	Virginia 1,512,000	50	100	Richmond.	
25	West Virginia 618.000	20	40	Wheeling.	
26	No. Carolina 1.339.000 So. Carolina. 995.000	50	100	Charleston.	
27	Alabama. 1.262.000 Georgia 1.542.000	80	160	Atlanta.	
28	Florida 269,000	15	30	Jacksonville.	
29	Mississippi 1.131.000 Louisiana. 939.000	50	100	New Orleans.	
30	Texas 1,591,000. Indian Territory No population given.	100	200	Galveston.	
31	Nebraska 452.000 Dakota 135,000	50	100		
32	Missouri. Eastern Divsion 1.000.000	100	200	St. Louis.	
33	Missouri 1.168.000 Kansas 996.000	150	300	Kansas City.	
34	Arkansas 802.000	15	30	Little Rock.	
35	Montana. Territory 32.610 Wyoming Territory 26.789	10	20	Cheyenne	
36	Utah Territory 143.963 Idaho Territory 32,610	25	50	Salt Lake City.	

37	Arizona 40.440 New Mexico 119.965 Colorado. 195,327	50	100	Denver.	
38	California 864.692 Oregon 174.768 Washington Territory 75.116 Nevada 62,266	200	400	San Francisco.	
39	Canada. Eastern Division	75	150	Montreal.	
40	Canada. Western Division	50	100	Toronto.	
41	Manitoba and Northwest	10	20	Winnipeg.	
	Total amount	5.825	11.650	17.475	



Agreement, made this 11th day of September, 1888 between the Edison Phonograph Company, a corporation organized and existing under the laws of the State of New Jersey and Bennington, called the Company party of the first part, and Thomas A. Edison of West Orange in the State of New Jersey party of the second part

Whereas, the Company pursuant to a certain contract made between it and Thomas A. Edison, and dated the 21st day of October, 1887 has become possessed for the United States and the Dominion of Canada of all the inventions of the said Edison relating to phonographs, and is entitled to receive any new inventions or improvements he may make relating thereto within five years from the date thereof, and he, the said Edison, has agreed to manufacture and deliver to the Company phonographs and the supplies necessary therefor in such numbers and quantities as may be required, at the actual cost of manufacture plus twenty percent cost of manufacture having been fixed at the actual cost of labor and material and general expenses, all of which will more fully appear from the said agreement to which for greater particularity reference is hereby made, and

Whereas the Company have decided not to sell phonographs to or to deal directly with the general public, but on the contrary to make all their sales through the general agents, and to that end are desirous of securing the services of the said Edison

Now it is agreed as follows:

Attribution

CC0 1.0 Universal

[X104A034], Agreement, Edison Phonograph Co, Thomas Alva Edison, September 11th, 1888

Title

[X104A034], Agreement, Edison Phonograph Co, Thomas Alva Edison, September 11th, 1888

Editor's Notes

Copy of signed contract appointing TAE as general agent for sale of phonograph and supplies in USA and Canada; the Co. not to sell directly to the public, but only to TAE or sub-agents designated by him.

Author

- Edison Phonograph Co
- Edison, Thomas Alva

Mentioned

- Tate, Alfred Ord
- Batchelor, Charles
- Randolph, John F

Date

1888-09-11

Type

Agreement

Subject

- Sales and service
- Manufacturing
- Cylinder phonograph

Folder ID

X104A-F

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X104A034

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Agreement, made this 11th. day of September, 1888 between the Edison Phonograph Company, a corporation organized and existing under the laws of the State of New Jersey, and hereinafter called the "Company" party of the first part, and Thomas A. Edison, of Llewellyn Park, Orange, in the State of New Jersey, party of the second part.

Whereas, the Company pursuant to a certain contract made between it and Thomas A. Edison, and dated the 28th. day of October, 1887 has become possessed for the United States and the Dominion of Canada of all the inventions of the said Edison relating to phonographs, and is entitled to receive any new inventions or improvements he may make relating thereto within five years from the date thereof, and he, the said Edison, has agreed to manufacture and deliver to the Company phonographs and the supplies necessary therefor in such numbers and quantities as may be required, at the actual cost of manufacture plus twenty percent. cost of manufacture having been fixed at the actual cost of labor and material and general expense; all of which will more fully appear from the said agreement to which for greater particularity reference is hereby made, and

Whereas, the Company have decided not to sell phonographs to, or to deal directly with the general public, but on the contrary to make all their sales through one general agent, and to that end are desirous of securing the services of the said Edison.

Now, it is agreed as follows:

First. The company hereby constitutes and appoints upon the terms and conditions herein mentioned, the said Thomas A. Edison, its general agent for the sale of said phonographs and supplies in the United States of America and the Dominion of Canada, and agrees that it will not sell, permit or authorize the sale of said phonographs and the supplies, therein, save and except through the said Edison, or such sub-agents or persons as he may appoint or employ; and further agrees to furnish and supply to the said Edison and such sub-agents as he may appoint, phonographs and supplies in such numbers and quantities as may be ordered by the said Edison from the said company, and as may be required to meet the general demand for the same. And the said Edison further agrees that neither he nor his sub-agents will purchase any phonographs or supplies save from the said company, nor deal in any save such as are manufactured under the authority of the company during the continuance of his agency. Any violation of this clause shall give the company the right to terminate the agency of the person so violating it.

Second. The price at which said articles shall be delivered to the said Edison for sale shall be fixed as follows:- To the actual cost thereof to the said company as fixed in the contract between the company and the said Edison, hereinbefore referred to, shall be added twenty per centum of such cost, to be paid as royalty to the said Edison.

(over)

To the total sum thus obtained the company as profit to itself shall be allowed to add thirty-five per centum thereof. The difference between this sum, and the price to be charged the public shall be allowed and paid to the said Edison and his sub-agents as commissions, and to meet all the expenses of selling and introducing the articles aforesaid.

Fifteen per cent. of the cost of said phonographs and supplies to the said Edison he is to be allowed to personally retain, as compensation for his services and to meet his expense as general agent. The difference between such cost, plus fifteen per cent., allowed him as aforesaid and the price at which said phonographs and supplies are to be sold to the public shall go to compensate and defray the expenses of the different sub-agents to be appointed by the said Edison or the Company throughout the United States and Canada.

The said Edison shall be personally responsible for the payment to the company for all phonographs or supplies, delivered to him or his sub-agents by his directions, and shall pay or cause to be paid to the company the price thereof within thirty days after the shipment from the factory.

Third. The price to be charged the public for phonographs, and supplies shall be fixed in the first instance by the company at eighty-five dollars for each phonograph, and for supplies at a price obtained by adding to the cost of such supplies to the said Edison, and the profit to be allowed him 35 per centum of the total of such cost, and profit, and no departure shall be made

therefrom; but on the contrary, such prices shall be uniformly maintained, unless modified as hereinafter provided.

Should the said Edison or the Company at any time be of the opinion that the sale of phonographs would be increased, or the profits of the Company or its agents enlarged by the modification of the prices as originally fixed, or as subsequently altered as hereinafter provided, and should the parties hereto be unable to agree as to such modification, then at the request of either party it shall become the duty of each to select some disinterested person with the right of the two so selected to nominate a third; the three so appointed to constitute a Board of Arbitration, to whom shall be submitted the question of what modification should be made in the price of said phonographs or supplies to the public, if any, and the decision of such Board shall be binding upon each party hereto, and the selling price to the public shall thereafter be fixed at such amount as may have been decided upon and recommended by the said Board, provided, however, that such prices shall never be reduced below a point that will permit a discount to sub-agents of thirty per cent. on all phonographs and fifteen per cent. on all supplies, and any reduction that may be made shall in no way reduce the profit to the Company as herein mentioned, nor the commission or compensation to the said Edison, but shall be deducted from the discounts to be allowed to be made by his or the Company's sub-agents.

Fourth. The said Edison agrees to devote such necessary time, and energy to the introduction, and sale of the said phonographs, and to meet or cause to be met all

expense, and charges incurred or to be incurred in effecting such sales, or necessary to the promotion thereof, and shall always keep on hand a sufficient number of phonographs and a sufficient amount of supplies to meet the requirements of his business.

Within one year from the time when the company is ready to deliver to the said Edison phonographs capable of, and adapted to general use, in such quantities as may be required by him to meet the demands of said business, he will appoint in the capital of each State, or at his election in such City in each State as has the largest population, or is the best commercial centre, and also in Montreal and Toronto in the Dominion of Canada, agents for the sale of said phonographs, which agents shall be by him severally required to carry a sufficient number of instruments to meet the demand of their respective territory, and to employ a sufficient number of sub-agents properly develop the business therein, and should the said Edison fail so to do, or should at any time a continuous period of six months elape in which such an agency should fail to be maintained in each of said cities, then and in such case the company shall have the right to appoint agents for such territory as is unoccupied. But on all sales made by such agents, so appointed by the company within such territory, the said Edison shall be entitled to receive the same percentages as on sales made by agents of his own appointment, provided, however, he becomes responsible for all instruments shipped such agents, and guarantees to the company payment therefor.

Fifth. Annexed hereto and marked "Exhibit A" is a list of the agencies to be established by the said Edison

with a statement of the territories to be included by said agencies respectively, and the estimated number of phonographs to be sold by or through such agencies respectively within one year from such time as the Company are ready and are able to supply such agents respectively with commercial instruments. And all contracts made by said Edison with agents to be appointed for the territories mentioned in said exhibit shall provide that in case within said year such agents or any of them fail to sell within said territories respectively the number of phonographs so estimated should be sold, the company shall have the right, through said Edison, to terminate and cancel such agencies making such failures. And should the said Edison through all his sub-agents in the United States and the Dominion of Canada within said year, sell less than seventy-five per cent of the total number of phonographs so estimated should be sold in the entire United States of America and the Dominion of Canada in the said exhibit, the company shall have the right to terminate and cancel his general agency and to appoint another general agent. The company will not, however, exercise the right to terminate either the general agency of the said Edison or the agencies of his sub-agents for any such failure if they are satisfied that such failure has not been due to any neglect or want of proper effort on the part of said Edison or such sub-agents, but is owing to causes over which the said Edison or his agents have no control, such as want of demand for or utility of the said phonograph, and the company shall have no right or power to terminate the agency of the said Edison or any of his sub-agents provided any such failure has been due to the

inability on the part of the company to meet the orders of the said Edison or of said sub-agents.——

Sixth. After the expiration of said year, the said Edison and the company shall decide upon the number of phonographs which for the ensuing year should be sold by the various sub-agents in their respective territories by proper efforts and exertions on their parts, and also what number of phonographs should for said year be sold within the entire United States and Dominion of Canada. In estimating such number there shall be taken into consideration the sales made for the previous year, and the general favor with which said phonographs have been received, and the demand for the same.——

In case the parties hereto are unable to agree upon either the total number of sales which, for the ensuing year should be made within the entire United States and Canada, or the number of sales which should be made by the different sub-agents in their respective territories, each of the parties hereto shall select one arbitrator and these two a third, to whom these questions shall be submitted for decision, and their decision upon the same shall be final and binding upon the parties hereto, and such sub-agents as have been appointed by the parties of the second part.

When such amounts have been so agreed upon or fixed as aforesaid, the said Edison shall require of each of his sub-agents as a condition for the continuance of their agency, that they shall severally sell within the coming year, within their respective territories, phonographs equal in number to the amount so fixed or agreed upon. And the said Edison as a

condition of the continuance of his agency shall be required to sell within such year seventy-five per cent. of such number of phonographs as have been fixed as the proper amount to be sold within the United States and the Dominion of Canada, Every year thereafter for a period of five years the number of phonographs required to be sold by each sub-agent within his respective territory, and by the said Edison as general agent, shall be increased ten per cent., and in case the said Edison or any of his sub-agents should fail to sell such number the company shall have the right to terminate the agency of the said Edison, or of such sub-agents as fail so to do.

Seventh. The said Edison shall be and remain the general agent of the company, pursuant to the provisions of this contract, so long as the number of phonographs required to be sold by him yearly are so sold and so long as he shall pay and continue to pay for all phonographs delivered to him or to others by his direction, as hereinbefore provided. Should he fail so to do, then the company upon sixty days' notice in writing to him, may terminate and cancel his general agency. He shall have full power to appoint and remove all sub-agents, and shall determine and allot their territory, but if any territory be allotted different from the allotment made in Exhibit A, hereunto annexed, the company shall have the right to determine the number of phonographs to be sold within such territory, and, having so determined, all the provisions of this agreement as to sales within defined territory shall apply to the territory so modified. In case

any sub-agents appointed by the said Edison do not sell the number of instruments hereby required to be sold within their territory the company, in the first instance, in order to preserve proper control by the said Edison over his sub-agents shall, in case they desire the removal of such sub-agents and the cancellation of their agencies, request the said Edison to so remove such agent and cancel such agency. In case the said Edison fails so to do within thirty days after such request, the Company shall have the right and power to remove such sub-agent and to demand of said Edison that another agent be appointed in his stead. And should the said Edison within sixty days fail to appoint such new agent, the company shall have the right and authority so to do. Such sub-agents as do sell within their territory the number required as herein provided to be sold by them, the company shall have no right or authority to remove or request or demand the removal thereof.

Eigth. Should the general agency of the said Edison be terminated at any time pursuant to the provisions of this agreement, or in case of its termination by his death, the company shall pay to the said Edison or his personal representatives such an amount as will properly represent the value of his agency, reference being had to the money actually invested by him in the establishment of agencies, and the introduction and sale of phonographs, and the time he has devoted thereto and the profits derived by him yearly therefrom. If the parties in interest

cannot agree, as to such amount, each shall select an arbitrator, these two a third, to whom the question shall be submitted, and whose decision shall be final. Ninth. And the said Edison shall have the right to sell, assign or transfer all his rights under this contract should he so elect to do.———

In Witness Whereof, the parties hereto have hereunto set their hands and seals the day and year first above written.———

Seal

Witnesses
Chas. Batchelor
A. O. Tate Secretary

Edison Phonograph Works.
Thomas A. Edison.
President.

Witnesses
John F. Randolph.
Chas Batchelor

Thomas A. Edison

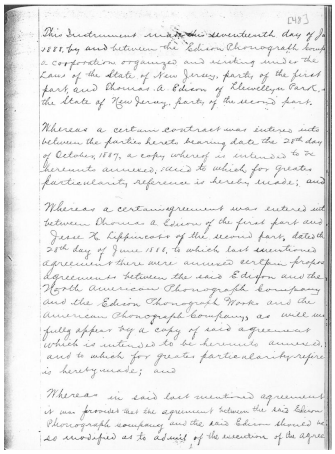
Exhibit A.

1	New York City 1.206.299	250	500		
2	Eastern New York 1.195, 894	125	250	Schenectady.	
3	Central New York 930.000.	100	200	Syracuse.	
4	Western New York 1,004, 427	125	250	Buffalo.	
5	Maine 650.000	150	300	Portland.	
6	New Hampshire 350.000	100	200	Manchester.	
7	Vermont 350.000	100	200	Montpelier.	
8	Massachusetts 2.000.000	600	1,200	Boston.	
9	Rhode Island 300.000	100	200	Providence.	
10	Connecticut 622.700	150	300	New Haven.	
11	New Jersey 1,131.000	200	400	Newark.	
12	Pennsylvania 4,282.000	700	1,400	Philadelphia.	
13	District of Columbia 177.000	100	200	Washington.	
14	Maryland 934.000	200	400	Baltimore.	
	Delaware, 146.000				
15	Ohio. 3,198,000	400	800	Cincinnati.	
16	Michigan. 1.636.000	150	300	Detroit.	

17	Illinois 3.077.000	600	1.200	Chicago.	
18	Wisconsin. 1.315,000	150	300	Milwaukee.	
19	Iowa. 1.624.000	150	300	Des. Moines.	
20	Minnesota. 780.000	75	150	St. Paul.	
21	Indiana, 1.978,000	100	200	Indianapolis.	
22	Kentucky. 1.648.000	50	100	Louisville.	
23	Tennessee 1.542,000	50	100	Nashville.	
24	Virginia 1.512.000	50	100	Richmond.	
25	West Virginia 618.000	20	40	Wheeling.	
26	No. Carolina 1.339.000	50	100	Charleston.	
	So. Carolina 995.000				
27	Alabama 1.262.000 Georgia 1.542.000	80	160	Atlanta.	
28	Florida. 269.000	15	30	Jacksonville.	
29	Mississippi. 1.131.000 Louisiana. 939.000	50	100	New Orleans	
30	Texas 1.591.000 Indian Territory No Population given.	100	200	Galveston.	
31	Nebraska. 452.000 Dakota 135.000	50	100		
32	Missouri, Eastern Division 1.000.000	100	200	St. Louis.	
33	Missouri 1.168.000 Kansas, 996.000	150	300	Kansas City.	
34	Arkansas, 802.000	15	30	Little Rock.	
35	Montana Territory 32.610 Wyoming Territory 26.789	10	20	Cheyenne.	
36	Utah Territory 143.963 Idaho Territory 32.610	25	50	Salt Lake City.	
37	Arizona 40.440 New Mexico 119.965 Colorado.	50	100	Denver.	

38	California 864.692 Oregon 174.768 Washington Territory 5.116 Nevada 62,266	200	400	San Francisco.	
39	Canada Eastern Division	75	150	Montreal.	
40	Canada. Western Division	50	100	Toronto.	
41	Manitoba and Northwest	10	20	Winnipeg.	
	Total amount	5.825	11,650	17,475	

A. D. McLeay



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[X104A048], Agreement, Thomas Alva Edison, Edison Phonograph Co, July 17th, 1888

Title
[X104A048], Agreement, Thomas Alva Edison, Edison Phonograph Co, July 17th, 1888

Editor's Notes

- handwritten version of HX88023B
- Supplied day and month

Author

- Edison Phonograph Co
- Edison, Thomas Alva

Mentioned

- Edison Phonograph Works
- North American Phonograph Co
- Tate, Alfred Ord
- Lippincott, Jesse H
- Eaton, Sherburne Blake
- Insull, Samuel

Date
1888-07-17

Type
Agreement

Subject

- Sales and service
- Manufacturing
- Cylinder phonograph

Folder ID
X104A-F

Document ID
X104A048

URL
https://edisondigital.rutgers.edu/document/X104A048

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17 July 1888

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This Instrument made this seventeenth day of Ju
1888, by and between the Edison Phonograph Comp
a corporation organized and existing under the
Laws of the State of New Jersey, party of the first
part, and Thomas A. Edison of Llewellyn Park,
the State of New Jersey, party of the second part.

Whereas a certain contract was entered into
between the parties hereto bearing date the 28th day
of October, 1887, a copy whereof is intended to be
hereunto annexed, and to which for greater
particularity reference is hereby made; and

Whereas a certain agreement was entered int
between Thomas A. Edison of the first part and
Jesse H. Lippincott of the second part, dated th
28th day of June 1888, to which last mentioned
agreement there were annexed certain propos
agreements between the said Edison and the
North American Phonograph Company
and the Edison Phonograph Works and the
American Phonograph Company, as will mo
fully appear by a copy of said agreement
which is intended to be hereunto annexed,
and to which for greater particularity refere
is hereby made; and

Whereas in said last mentioned agreement
it was provided that the agreement between the said Edison
Phonograph Company and the said Edison should be
so modified as to admit of the execution of the agree

ment between the said Edison and the North American Phonograph company, containing the provisions and in the form of the proposed agreement annexed to the said agreement of June 28th between the said Edison and the said Lippincotts.

Now it is agreed as follows:

1. The party of the first part hereby releases and discharges the party of the second part from his obligation contained in the first paragraph of the agreement of October 28th 1887, between the parties hereto, to transfer and assign to the Edison Phonograph company any new or further inventions relating to the phonograph or by means of which the use or application thereof is extended or enlarged, that may hereafter be made by him.

2. The second provision of the contract of October 28th, 1887, between the parties hereto is by mutual consent modified so as to admit of the sale of phonographs or supplies therefor manufactured by the said Edison to the North American Phonograph company.

3. The said Edison hereby releases the said Edison Phonograph company from its obligation to pay the royalties and percentages of profit agreed by the company to be paid and in the third paragraph of said agreement.

4. This contract is made between the parties hereto upon

the assumption that the agreement between the said Edison and the said Lippincott of June 28th, 1888, has been in all its provisions strictly carried out to the satisfaction of both of the parties thereto; to wit: the said Edison and the said Lippincott and upon the further assumption that the agreements between Edison and the North American Phonograph Company, and the North American Phonograph Company and the Edison Phonograph Works, referred to in the contract between the said Edison and the said Lippincott of June 28th, 1888, have been duly executed.

In Witness Whereof the parties hereto have at the City of New York, set their hands and seals the day and year first above written.

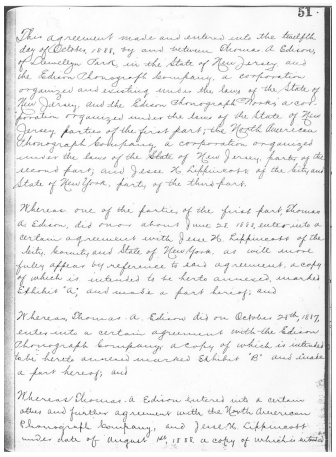
Edison Phonograph Company
(sgd) by Thomas A. Edison
President

Seal

Attest
A. O. Tate
Secretary

sgd
Thomas A. Edison (seal)

Witness to Mr Edison
Samil Insull.
S. B. Eaton.



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[X104A051], Agreement, Edison Phonograph Co, Edison Phonograph Works, North American Phonograph Co, Jesse H Lippincott, Thomas Alva Edison, October 12th, 1888

Title
[X104A051], Agreement, Edison Phonograph Co, Edison Phonograph Works, North American Phonograph Co, Jesse H Lippincott, Thomas Alva Edison, October 12th, 1888

Editor's Notes
Metropolitan Phonograph Co. licensing agreement

Author

- Edison Phonograph Co
- Edison Phonograph Works
- North American Phonograph Co
- Lippincott, Jesse H
- Edison, Thomas Alva

Mentioned

- New England Phonograph Co
- Metropolitan Phonograph Co
- Tate, Alfred Ord
- Bush, John Adriance
- Eaton, Sherburne Blake
- Insull, Samuel

Date
1888-10-12

Type
Agreement

Subject

- Sales and service
- Manufacturing
- Cylinder phonograph

Folder ID
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Document ID
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This agreement made and entered into the twelfth day of October, 1888, by and between Thomas A. Edison, of Llewellyn Park, in the State of New Jersey, and the Edison Phonograph Company, a corporation organized and existing under the laws of the State of New Jersey, and the Edison Phonograph Works, a corporation organized under the laws of the State of New Jersey, parties of the first part; the North American Phonograph Company, a corporation organized under the laws of the State of New Jersey, party of the second part; and Jesse H. Lippincott, of the City and State of New York, party of the third part.

Whereas one of the parties of the first part, Thomas A. Edison, did on or about June 28. 1888, enter into a certain agreement with Jesse H. Lippincott of the City, County and State of New York, as will more fully appear by reference to said agreement, a copy of which is intended to be herto annexed, marked Exhibit "A", and made a part hereof; and

Whereas, Thomas A. Edison did on October 28th, 1887, enter into a certain agreement with the Edison Phonograph Company, a copy of which is intended to be hereto annexed marked Exhibit "B" and made a part hereof; and

Whereas Thomas A. Edison entered into a certain other and further agreement with the North American Phonograph Company, and Jesse H. Lippincott under date of August 14th, 1888. a copy of which is intended

to be hereto annexed marked Exhibit "C" and made a part hereof; and

Whereas, the North American Phonograph Company and Jesse H. Lippincott entered into an agreement with the Edison Phonograph Works under date of August 1st, 1888. a copy of which is intended to be hereto annexed marked Exhibit "D;" and made a part hereof and

Whereas, Jesse H. Lippincott has made the payments referred to in said agreement with Thomas A. Edison above mentioned, dated June 28th, 1888, upon the making of which payments the two agreements of August 1st, 1888, above described, between Thomas A. Edison with the North American Phonograph Company and Jesse H. Lippincott and the Edison Phonograph Works with Jesse H. Lippincott were by the terms thereof conditioned; and

Whereas, Thomas A. Edison and Jesse H. Lippincott have severally performed all of their respective promises contained in the above mentioned agreement dated June 28, 1888, and have released each other from any and all further obligations under the said agreement; and

Whereas, Jesse H. Lippincott and the North American Phonograph Company on July 18th, 1888, entered into an

agreement, a copy of which is intended to be hereto annexed, marked Exhibit "E" and made a part hereof, whereby Jesse H. Lippincott bound himself, to sell, transfer and confer to and upon, and did sell, transfer and confer to and upon the North American Phonograph Company all the rights which he then had or might thereafter acquire to use the patents and inventions of Thomas A. Edison relating to phonographs, and all rights and interests which he then had or might thereafter acquire in the patents of Thomas A. Edison and any reissue and extension thereof, and all rights which he had acquired as well as all the rights which were agreed to be conferred upon the North American Phonograph Company by a certain agreement between Thomas A. Edison and Jesse H. Lippincott, dated June 28, 1888, and all the stock of the Edison Phonograph Company referred to in the said agreement, which Jesse H. Lippincott might acquire or be entitled to receive; and

Whereas Thomas A Edison and the Edison Phonograph Company, entered into a certain agreement under date of July 17, 1888, a copy of which is intended to be hereto annexed marked Exhibit "F" and made a part hereof; and

Whereas. Thomas A. Edison entered into a certain agreement with Jesse H. Lippincott, North American Phonograph Company and the Edison Phono-

graph Works, dated October 10, 1888, a copy of which is intended to be hereto annexed marked Exhibit "G" and made a part hereof; and

Whereas the Metropolitan Phonograph company is a corporation organized under the laws of the State of New York, for the exploitation of phonographs and phonograph-graphophones within the counties of New York, Westchester, Suffolk, Richmond, Kings and Queens in the said State of New York, and other purposes; and

Whereas The New England Phonograph company is a corporation organized under the laws of the State of Maine, for the purposes of like exploitation, within the States of Maine, New Hampshire, Vermont, Massachusetts, Rhode Island and Connecticut; and

Whereas the North American Phonograph company desires to execute and deliver to the Metropolitan Phonograph company and the New England Phonograph company respectively as full and complete licenses and authority to use and exploit the phonograph and its appliances as the North American Phonograph company and said Lippincott now have or might have or as they or either of them might authorize the said Metropolitan Phonograph company and the New England Phonograph company to have

and possess if the agreements above referred to between said Edison and the North American Phonograph Company and the said Lippincotts and the Phonograph Works had been in all respects performed; and

Whereas the parties of the first have agreed that the North American Phonograph Company may give and grant to the Metropolitan Phonograph Company and to the New England Phonograph Company such license and authority.

Now in consideration of one dollar in hand paid by each of the parties hereto to each of the others, and of other good and valuable considerations, the receipt whereof is hereby acknowledged, it is Agreed by and between the parties hereto as follows

First:- The parties of the first part hereby grant to the party of the second part full and complete right and authority to grant to the Metropolitan Phonograph Company and the New England Phonograph Company all and singular the rights purporting or intended to be conveyed to the said two companies entitling them or either of them to exploit the phonograph as fully and as completely as the North American Phonograph Company itself might do if all the agreements aforesaid had been in all respects performed, and as fully and completely as the said North American Phonograph Company

might or could have so granted if the agreement of June 28, 1888, hereinbefore referred to between Thomas A. Edison and Jesse H. Lippincott were now in all respects fully complied with; and the North American Phonograph Company and Jesse H. Lippincott severally hereby agree that, in respect of the Metropolitan Phonograph Company and the New England Phonograph Company they will keep and perform all the agreements by them respectively to be kept and performed with Thomas A. Edison and the Edison Phonographic Works and the Edison Phonograph Company of New Jersey, as fully and as completely as either or both of them would contract or has or have contracted to keep and perform the same if the agreement of June 28, 1888 had been in all respects fully performed.

Second:- The parties of the first part hereby further agree with the party of the second part that the rights hereby authorized to be granted by the North American Phonograph Company to the Metropolitan Phonograph Company and the New England Phonograph Company respectively, shall, so far as the parties of the first part are concerned, be in all respects as completely and as fully granted and the same hereby are granted to them respectively as if the said agreement of June 28, 1888, had been in all respects fully performed.

Third:- It not being the intention of the parties of the first part to annul or impair any of the rights or benefits hereby given to and conferred upon the said licensees of the

North American Phonograph Company, namely the Metropolitan Phonograph Company and the New England Phonograph Company. By reason of the non-performance of any of the provisions of the agreement of June 28, 1888, between Jesse H. Lippincott and Thomas A. Edison, hereinbefore referred to, by Jesse H. Lippincott, or by the North American Phonograph Company, or by any party or parties (other than the said two licensees) acting under the authority or license of Jesse H. Lippincott and the North American Phonograph Company, and outside of and beyond the limit of the territory for which licenses are pursuant to the terms of the agreement to be given to the said two licensee corporations: Now, therefore, the parties of the first part agree that as regards the said licensees of the North American Phonograph Company, namely the Metropolitan Phonograph Company and the New England Phonograph Company, they, that is to say the parties of the first part, will not in any way annul or impair any of the rights or benefits hereby given to and conferred upon the said two licensees, or either of them, by reason of any such non-performance or breach as aforesaid of the above mentioned agreement of June 28, 1888, provided, however, first, that the said Metropolitan Phonograph Company and the said New England Phonograph Company or either of them in so far as respect the territory within which they or either of them may be authorized by the North American Phonograph

company to exploit phonographs and phonographaphones, shall keep and perform their or its agreements which they or either of them have contracted or may hereafter contract to perform with the North American Phonograph company or with Jesse H. Lippincott, and provided, second, that in so far as respects the said several territories above mentioned, the Metropolitan Phonograph company and the New England Phonograph company shall severally keep and perform whatever agreements the said North American Phonograph company or the said Lippincott, touching the respective territories just mentioned, have agreed with the parties of the first part to keep and perform. But as regards the aforesaid two provisos, nothing herein contained shall have the effect to make either of the said two licensees liable for any breach or non-performance by the other of any obligation or duty to be performed by it within and affecting its said territory.

Fourth:- The North American Phonograph company and Jesse H. Lippincott hereby in so far as respects the Metropolitan Phonograph company and the New England Phonograph company, will severally keep and perform with Thomas A. Edison and the Edison Phonograph Works and the Edison Phonograph company of New Jersey all and singular the conditions, provisions and covenants of the

said agreements of August 1st, 1888, and June 28, 1888.

Fifth:- The North American Phonograph Company and Jesse H. Lippincott agree that if they or either of them fail to fully and promptly supply the said licensees, namely, the Metropolitan Phonograph Company and the New England Phonograph Company, or either of them, with phonograph and graphophone supplies, as required by any present or future contracts between them or either of them and the said first mentioned two parties or either of them, the said licensees or either of them may procure such phonographs and supplies as to which there may have been failure to supply as aforesaid, from the Edison Phonograph Works.

In Witness Whereof the parties hereto have at the City of New York hereunto and to three duplicates hereof set their hands and seals the day and year first above written.

Sgd Thomas A. Edison (Seal)

Witness to Mr Edison
Samuel Insull
S. B. Eaton.

Edison Phonograph Company

(Seal)

by

(Sgd) Thomas A. Edison

President.

Attest.

(Sgd) A. O Tate.

Secretary.

Edison Phonograph Works

by

(Seal)

(Sgd) Thomas A Edison

President.

Attest

(Sgd) A. O. Tate.

Secretary

North American Phonograph Company

by Jesse H. Lippincott

(Seal)

(Sgd)

President.

Attest.

(Sgd) Geo. H. Fitzgerald

Secretary

(Sgd) Jesse H. Lippincott (Seal)

Witness to Mr Lippincott.

(Sgd) J. Adriance Bush.